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10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA

12 SHELLEY P. ROBINSON; and
13 ELIZAVETA M. HUNSINGER, by and
14 through her Conservator IVAN J.
15 HUNSINGER,

16 Plaintiffs,

17 v.

18 DAIMLERCHRYSLER AG;
19 DAIMLERCHRYSLER MOTORS
20 COMPANY LLC; DAIMLERCHRYSLER
21 CORPORATION; and DOES One through
22 Fifty, inclusive,

23 Defendants.

CASE NO. C-07-03258 SC

**STIPULATED
PROTECTIVE ORDER**

24 1. PURPOSES AND LIMITATIONS

25 Disclosure and discovery activity in this action are likely to involve production of
26 confidential, proprietary, or private information for which special protection from public
27 disclosure and from use for any purpose other than prosecuting this litigation would be
28 warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the

1 following Stipulated Protective Order. The parties acknowledge that this Order does not
2 confer blanket protections on all disclosures or responses to discovery and that the
3 protection it affords extends only to the limited information or items that are entitled
4 under the applicable legal principles to treatment as confidential. The parties further
5 acknowledge, as set forth in Section 10, below, that this Stipulated Protective Order
6 creates no entitlement to file confidential information under seal; Civil Local Rule 79-5
7 sets forth the procedures that must be followed and reflects the standards that will be
8 applied when a party seeks permission from the court to file material under seal.
9

11 2. DEFINITIONS

12 2.1 Party: any party to this action, including all of its officers, directors,
13 employees, consultants, retained experts, and outside counsel (and their support staff).
14

15 2.2 Disclosure or Discovery Material: all items or information, regardless
16 of the medium or manner generated, stored, or maintained (including, among other things,
17 testimony, transcripts, or tangible things) that are produced or generated in disclosures or
18 responses to discovery in this matter.
19

20 2.3 "Confidential" Information or Items: information (regardless of how
21 generated, stored or maintained) or tangible things that qualify for protection under
22 standards developed under F.R.Civ.P. 26(c).
23

24 2.4 "Highly Confidential – Attorneys' Eyes Only" Information or Items:
25 extremely sensitive "Confidential Information or Items" whose disclosure to another Party
26 or non-party would create a substantial risk of serious injury that could not be avoided by
27 less restrictive means.
28

1 2.5 Receiving Party: a Party that receives Disclosure or Discovery
2 Material from a Producing Party.

3 2.6 Producing Party: a Party or non-party that produces Disclosure or
4 Discovery Material in this action.

5 2.7. Designating Party: a Party or non-party that designates information or
6 items that it produces in disclosures or in responses to discovery as “Confidential” or
7 “Highly Confidential — Attorneys’ Eyes Only.”
8

9 2.8 Protected Material: any Disclosure or Discovery Material that is
10 designated as “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”
11

12 2.9 Outside Counsel: attorneys who are not employees of a Party but who
13 are retained to represent or advise a Party in this action.
14

15 2.10 House Counsel: attorneys who are employees of a Party.

16 2.11 Counsel (without qualifier): Outside Counsel and House Counsel (as
17 well as their support staffs).
18

19 2.12 Expert: a person with specialized knowledge or experience in a
20 matter pertinent to the litigation who has been retained by a Party or its counsel to serve as
21 an expert witness or as a consultant in this action and who is not a past or a current
22 employee of a Party or of a competitor of a Party’s and who, at the time of retention, is
23 not anticipated to become an employee of a Party or a competitor of a Party’s. This
24 definition includes a professional jury or trial consultant retained in connection with this
25 litigation.
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1 2.13 Professional Vendors: persons or entities that provide litigation
2 support services (e.g., photocopying; videotaping; translating; preparing exhibits or
3 demonstrations; organizing, storing, retrieving data in any form or medium; etc.) and their
4 employees and subcontractors.
5

6 3. SCOPE
7

8 The protections conferred by this Stipulation and Order cover not only Protected
9 Material (as defined above), but also any information copied or extracted therefrom, as
10 well as all copies, excerpts, summaries, or compilations thereof, plus testimony,
11 conversations, or presentations by parties or counsel to or in court or in other settings that
12 might reveal Protected Material.
13

14 4. DURATION

15 Even after the termination of this litigation, the confidentiality obligations imposed
16 by this Order shall remain in effect until a Designating Party agrees otherwise in writing
17 or a court order otherwise directs.
18

19 5. DESIGNATING PROTECTED MATERIAL

20 5.1 Exercise of Restraint and Care in Designating Material for
21 Protection. Each Party or non-party that designates information or items for protection
22 under this Order must take care to limit any such designation to specific material that
23 qualifies under the appropriate standards. A Designating Party must take care to designate
24 for protection only those parts of material, documents, items, or oral or written
25 communications that qualify – so that other portions of the material, documents, items, or
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1 communications for which protection is not warranted are not swept unjustifiably within
2 the ambit of this Order.

3
4 Mass, indiscriminate, or routinized designations are prohibited.
5 Designations that are shown to be clearly unjustified, or that have been made for an
6 improper purpose (e.g., to unnecessarily encumber or retard the case development
7 process, or to impose unnecessary expenses and burdens on other parties), expose the
8 Designating Party to sanctions.
9

10 If it comes to a Party's or a non-party's attention that information or items
11 that it designated for protection do not qualify for protection at all, or do not qualify for
12 the level of protection initially asserted, that Party or non-party must promptly notify all
13 other parties that it is withdrawing the mistaken designation.
14

15 5.2 Manner and Timing of Designations. Except as otherwise provided
16 in this Order (see, e.g., second paragraph of section 5.2(a), below), or as otherwise
17 stipulated or ordered, material that qualifies for protection under this Order must be
18 clearly so designated before the material is disclosed or produced.
19

20 Designation in conformity with this Order requires:

21 (a) for information in documentary form (apart from transcripts of
22 depositions or other pretrial or trial proceedings), that the Producing Party affix the legend
23 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" at
24 the top of each page that contains protected material. If only a portion or portions of the
25 material on a page qualifies for protection, the Producing Party also must clearly identify
26 the protected portion(s) (e.g., by making appropriate markings in the margins) and must
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1 specify, for each portion, the level of protection being asserted (either
2 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”).

3
4 A Party or non-party that makes original documents or materials
5 available for inspection need not designate them for protection until after the inspecting
6 Party has indicated which material it would like copied and produced. During the
7 inspection and before the designation, all of the material made available for inspection
8 shall be deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After
9 the inspecting Party has identified the documents it wants copied and produced, the
10 Producing Party must determine which documents, or portions thereof, qualify for
11 protection under this Order, then, before producing the specified documents, the
12 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY
13 CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) at the top of each page that contains
14 Protected Material. If only a portion or portions of the material on a page qualifies for
15 protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by
16 making appropriate markings in the margins) and must specify, for each portion, the level
17 of protection being asserted (either “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL
18 – ATTORNEYS’ EYES ONLY”).

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22 (b) for testimony given in deposition or in other pretrial or trial
23 proceedings, that the Party or non-party offering or sponsoring the testimony identify on
24 the record, before the close of the deposition, hearing, or other proceeding, all protected
25 testimony, and further specify any portions of the testimony that qualify as “HIGHLY
26 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” When it is impractical to identify
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1 separately each portion of testimony that is entitled to protection, and when it appears that
2 substantial portions of the testimony may qualify for protection, the Party or non-party
3 that sponsors, offers, or gives the testimony may invoke on the record (before the
4 deposition or proceeding is concluded) a right to have up to 20 days to identify the
5 specific portions of the testimony as to which protection is sought and to specify the level
6 of protection being asserted ("CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
7 ATTORNEYS' EYES ONLY"). Only those portions of the testimony that are
8 appropriately designated for protection within the 20 days shall be covered by the
9 provisions of this Stipulated Protective Order.
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12 Transcript pages containing Protected Material must be separately
13 bound by the court reporter, who must affix to the top of each such page the legend
14 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," as
15 instructed by the Party or nonparty offering or sponsoring the witness or presenting the
16 testimony.
17

18 (c) for information produced in some form other than
19 documentary, and for any other tangible items, that the Producing Party affix in a
20 prominent place on the exterior of the container or containers in which the information or
21 item is stored the legend "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
22 ATTORNEYS' EYES ONLY." If only portions of the information or item warrant
23 protection, the Producing Party, to the extent practicable, shall identify the protected
24 portions, specifying whether they qualify as "Confidential" or as "Highly Confidential –
25 Attorneys' Eyes Only."
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1 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
2 failure to designate qualified information or items as “Confidential” or “Highly
3 Confidential – Attorneys’ Eyes Only” does not, standing alone, waive the Designating
4 Party’s right to secure protection under this Order for such material. If material is
5 appropriately designated as “Confidential” or “Highly Confidential – Attorneys’ Eyes
6 Only” after the material was initially produced, the Receiving Party, on timely notification
7 of the designation, must make reasonable efforts to assure that the material is treated in
8 accordance with the provisions of this Order.
9

11 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

12 6.1 Timing of Challenges. Unless a prompt challenge to a Designating
13 Party’s confidentiality designation is necessary to avoid foreseeable substantial unfairness,
14 unnecessary economic burdens, or a later significant disruption or delay of the litigation, a
15 Party does not waive its right to challenge a confidentiality designation by electing not to
16 mount a challenge promptly after the original designation is disclosed.
17

18 6.2 Meet and Confer. A Party that elects to initiate a challenge to a
19 Designating Party’s confidentiality designation must do so in good faith and must begin
20 the process by conferring directly (in voice to voice dialogue; other forms of
21 communication are not sufficient) with counsel for the Designating Party. In conferring,
22 the challenging Party must explain the basis for its belief that the confidentiality
23 designation was not proper and must give the Designating Party an opportunity to review
24 the designated material, to reconsider the circumstances, and, if no change in designation
25 is offered, to explain the basis for the chosen designation. A challenging Party may
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1 proceed to the next stage of the challenge process only if it has engaged in this meet and
2 confer process first.

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4 6.3 Judicial Intervention. A Party that elects to press a challenge to a
5 confidentiality designation after considering the justification offered by the Designating
6 Party may file and serve a motion under Civil Local Rule 7 (and in compliance with Civil
7 Local Rule 79-5, if applicable) that identifies the challenged material and sets forth in
8 detail the basis for the challenge. Each such motion must be accompanied by a competent
9 declaration that affirms that the movant has complied with the meet and confer
10 requirements imposed in the preceding paragraph and that sets forth with specificity the
11 justification for the confidentiality designation that was given by the Designating Party in
12 the meet and confer dialogue.
13

14
15 The burden of persuasion in any such challenge proceeding shall be on the
16 Designating Party. Until the court rules on the challenge, all parties shall continue to
17 afford the material in question the level of protection to which it is entitled under the
18 Producing Party's designation.
19

20 7. ACCESS TO AND USE OF PROTECTED MATERIAL

21 7.1 Basic Principles. A Receiving Party may use Protected Material that
22 is disclosed or produced by another Party or by a non-party in connection with this case
23 only for prosecuting, defending, or attempting to settle this litigation. Such Protected
24 Material may be disclosed only to the categories of persons and under the conditions
25 described in this Order. When the litigation has been terminated, a Receiving Party must
26 comply with the provisions of section 11, below (FINAL DISPOSITION).
27
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1 Protected Material must be stored and maintained by a Receiving Party at a
2 location and in a secure manner that ensures that access is limited to the persons
3 authorized under this Order.
4

5 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
6 otherwise ordered by the court or permitted in writing by the Designating Party, a
7 Receiving Party may disclose any information or item designated CONFIDENTIAL only
8 to:
9

10 (a) the Receiving Party's Outside Counsel of record in this action,
11 as well as employees of said Counsel to whom it is reasonably necessary to disclose the
12 information for this litigation and who have signed the "Agreement to Be Bound by
13 Protective Order" that is attached hereto as Exhibit A;
14

15 (b) the officers, directors, and employees (including House
16 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this
17 litigation and who have signed the "Agreement to Be Bound by Protective Order"
18 (Exhibit A);
19

20 (c) experts (as defined in this Order) of the Receiving Party to
21 whom disclosure is reasonably necessary for this litigation and who have signed the
22 "Agreement to Be Bound by Protective Order" (Exhibit A);
23

24 (d) the Court and its personnel;

25 (e) court reporters, their staffs, and professional vendors to whom
26 disclosure is reasonably necessary for this litigation and who have signed the "Agreement
27 to Be Bound by Protective Order" (Exhibit A);
28

1 (f) during their depositions, witnesses in the action to whom
2 disclosure is reasonably necessary and who have signed the "Agreement to Be Bound by
3 Protective Order" (Exhibit A). Pages of transcribed deposition testimony or exhibits to
4 depositions that reveal Protected Material must be separately bound by the court reporter
5 and may not be disclosed to anyone except as permitted under this Stipulated Protective
6 Order.
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8 (g) the author of the document or the original source of the
9 information.
10

11 7.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
12 ONLY" Information or Items. Unless otherwise ordered by the court or permitted in
13 writing by the Designating Party, a Receiving Party may disclose any information or item
14 designated "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" only to:
15

16 (a) the Receiving Party's Outside Counsel of record in this action,
17 as well as employees of said Counsel to whom it is reasonably necessary to disclose the
18 information for this litigation and who have signed the "Agreement to Be Bound by
19 Protective Order" that is attached hereto as Exhibit A;
20

21 (b) Experts (as defined in this Order) (1) to whom disclosure is
22 reasonably necessary for this litigation, (2) who have signed the "Agreement to Be Bound
23 by Protective Order" (Exhibit A), and (3) as to whom the procedures set forth in
24 paragraph 7.4, below, have been followed;
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26 (c) the Court and its personnel;
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(d) court reporters, their staffs, and professional vendors to whom disclosure is reasonably necessary for this litigation and who have signed the "Agreement to Be Bound by Protective Order" (Exhibit A); and

(e) the author of the document or the original source of the information.

7.4 Procedures for Approving Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or Items to "Experts"

(a) Unless otherwise ordered by the court or agreed in writing by the Designating Party, a Party that seeks to disclose to an "Expert" (as defined in this Order) any information or item that has been designated "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" first must make a written request to the Designating Party that (1) identifies the specific HIGHLY CONFIDENTIAL information that the Receiving Party seeks permission to disclose to the Expert, (2) sets forth the full name of the Expert and the city and state of his or her primary residence, (3) attaches a copy of the Expert's current resume, (4) identifies the Expert's current employer(s), (5) identifies each person or entity from whom the Expert has received compensation for work in his or her areas of expertise or to whom the expert has provided professional services at any time during the preceding five years, and (6) identifies (by name and number of the case, filing date, and location of court) any litigation in connection with which the Expert has provided any professional services during the preceding five years.

(b) A Party that makes a request and provides the information specified in the preceding paragraph may disclose the subject Protected Material to the

1 identified Expert unless, within seven court days of delivering the request, the Party
2 receives a written objection from the Designating Party. Any such objection must set
3 forth in detail the grounds on which it is based.
4

5 (c) A Party that receives a timely written objection must meet and
6 confer with the Designating Party (through direct voice to voice dialogue) to try to resolve
7 the matter by agreement. If no agreement is reached, the Party seeking to make the
8 disclosure to the Expert may file a motion as provided in Civil Local Rule 7 (and in
9 compliance with Civil Local Rule 79-5, if applicable) seeking permission from the court
10 to do so. Any such motion must describe the circumstances with specificity, set forth in
11 detail the reasons for which the disclosure to the Expert is reasonably necessary, assess
12 the risk of harm that the disclosure would entail and suggest any additional means that
13 might be used to reduce that risk. In addition, any such motion must be accompanied by a
14 competent declaration in which the movant describes the parties' efforts to resolve the
15 matter by agreement (i.e., the extent and the content of the meet and confer discussions)
16 and sets forth the reasons advanced by the Designating Party for its refusal to approve the
17 disclosure.
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21 In any such proceeding the Party opposing disclosure to the Expert
22 shall bear the burden of proving that the risk of harm that the disclosure would entail
23 (under the safeguards proposed) outweighs the Receiving Party's need to disclose the
24 Protected Material to its Expert.
25

26 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
27 IN OTHER LITIGATION.
28

1 If a Receiving Party is served with a subpoena or an order issued in other
2 litigation that would compel disclosure of any information or items designated in this
3 action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
4 ONLY," the Receiving Party must so notify the Designating Party, in writing (by fax, if
5 possible) immediately and in no event more than three court days after receiving the
6 subpoena or order. Such notification must include a copy of the subpoena or court order.
7

8 The Receiving Party also must immediately inform in writing the Party who
9 caused the subpoena or order to issue in the other litigation that some or all the material
10 covered by the subpoena or order is the subject of this Protective Order. In addition, the
11 Receiving Party must deliver a copy of this Stipulated Protective Order promptly to the
12 Party in the other action that caused the subpoena or order to issue.
13

14 The purpose of imposing these duties is to alert the interested parties to the
15 existence of this Protective Order and to afford the Designating Party in this case an
16 opportunity to try to protect its confidentiality interests in the court from which the
17 subpoena or order issued. The Designating Party shall bear the burdens and the expenses
18 of seeking protection in that court of its confidential material – and nothing in these
19 provisions should be construed as authorizing or encouraging a Receiving Party in this
20 action to disobey a lawful directive from another court.
21

22 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL. If a
23 Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
24 Material to any person or in any circumstance not authorized under this Stipulated
25 Protective Order, the Receiving Party must immediately (a) notify in writing the
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1 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
2 copies of the Protected Material, (c) inform the person or persons to whom unauthorized
3 disclosures were made of all the terms of this Order, and (d) request such person or
4 persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached
5 hereto as Exhibit A.
6

7 10. FILING PROTECTED MATERIAL. Without written permission from the
8 Designating Party or a court order secured after appropriate notice to all interested
9 persons, a Party may not file in the public record in this action any Protected Material. A
10 Party that seeks to file under seal any Protected Material must comply with Civil Local
11 Rule 79-5.
12

13 11. FINAL DISPOSITION. Unless otherwise ordered or agreed in writing by
14 the Producing Party, within sixty days after the final termination of this action, each
15 Receiving Party must return all Protected Material to the Producing Party. As used in this
16 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
17 summaries or any other form of reproducing or capturing any of the Protected Material.
18 With permission in writing from the Designating Party, the Receiving Party may destroy
19 some or all of the Protected Material instead of returning it. Whether the Protected
20 Material is returned or destroyed, the Receiving Party must submit a written certification
21 to the Producing Party (and, if not the same person or entity, to the Designating Party) by
22 the sixty day deadline that identifies (by category, where appropriate) all the Protected
23 Material that was returned or destroyed and that affirms that the Receiving Party has not
24 retained any copies, abstracts, compilations, summaries or other forms of reproducing or
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capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, transcripts, legal memoranda, correspondence or attorney work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION), above.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

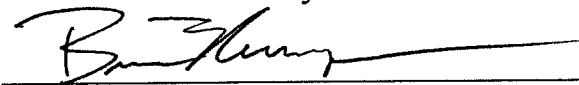
12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: 2/8/08


Attorneys for Plaintiff

DATED: 2/27/08


Attorneys for Defendant

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: _____

[name of judge]
United States District/Magistrate
Judge

EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of
 perjury that I have read in its entirety and understand the Stipulated Protective Order that
 was issued by the United States District Court for the Northern District of California on ____
 _____ [date] in the case of Shelley P. Robinson; and Elizaveta M. Hunsinger, by
 and through her Conversator Ivan J. Hunsinger v. DaimlerChrysler AG; DaimlerChrysler
 Motors Company LLC; DaimlerChrysler Corporation; and DOES One through Fifty,
 inclusive (Case No. C-07-03258 SC). I agree to comply with and to be bound by all the
 terms of this Stipulated Protective Order and I understand and acknowledge that failure to
 so comply could expose me to sanctions and punishment in the nature of contempt. I
 solemnly promise that I will not disclose in any manner any information or item that is
 subject to this Stipulated Protective Order to any person or entity except in strict
 compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
 the Northern District of California for the purpose of enforcing the terms of this Stipulated
 Protective Order, even if such enforcement proceedings occur after termination of this
 action.

I hereby appoint _____ [print or type full name] of
 _____ [print or type full address and telephone
 number] as my California agent for service of process in connection with this action or
 any proceedings related to enforcement of this Stipulated Protective Order.

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Date: _____

City and State where sworn and signed: _____

Printed name: _____
[printed name]

Signature: _____
[signature]

PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Sedgwick, Detert, Moran & Arnold LLP, One Market Plaza, Steuart Tower, 8th Floor, San Francisco, California 94105. On February 29, 2008, I served the within document(s):

STIPULATED PROTECTIVE ORDER

- ☐ FACSIMILE - by transmitting via facsimile the document(s) listed above to the fax number(s) set forth on the attached Telecommunications Cover Page(s) on this date before 5:00 p.m.
- ☒ MAIL - by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Francisco, California addressed as set forth below.
- ☐ PERSONAL SERVICE - by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- ☐ OVERNIGHT COURIER - by placing the document(s) listed above in a sealed envelope with shipping prepaid, and depositing in a collection box for next day delivery to the person(s) at the address(es) set forth below via .

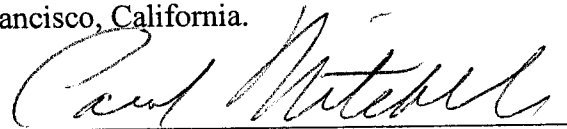
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Fax: (510) 635-1516

Attorneys For Plaintiffs Shelley P. Robinson
and Elizaveta M. Hunsinger by and through her
Conservator Ivan J. Hunsinger

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on February 29, 2008, at San Francisco, California.



Carol Mitchell